

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

NHAN VAN NGUYEN and HAI TAN LUU

PLAINTIFFS

VS.

CIVIL ACTION NO. 1:09-CV-64-LG-RHW

PRIME INSURANCE SYNDICATE, INC.

DEFENDANT

AGREED ORDER GRANTING MOTION TO ENFORCE SETTLEMENT

THIS CAUSE having come on following telephone conference between counsel for the parties and the Court regarding [14] the motion of the defendant, Prime Insurance Syndicate, Inc., to enforce the settlement reached on July 14, 2009 by and between the parties whereby Prime Insurance Syndicate, Inc. would pay the plaintiffs \$17,500 in return for the plaintiffs dismissing their lawsuit against Prime Insurance Syndicate, Inc. with prejudice and executing the Absolute Release with Covenants which has been previously provided to counsel for the plaintiffs. The Court, having considered said motion finds as follows:

1. The parties did enter into a settlement agreement on July 14, 2009 whereby Prime Insurance Syndicate, Inc. would pay the plaintiffs \$17,500 in return for the plaintiffs dismissing their lawsuit against Prime Insurance Syndicate, Inc. with prejudice and executing the Absolute Release with Covenants which has been previously provided to counsel for the plaintiffs;
2. Prime Insurance Syndicate, Inc. has delivered the check, in the amount of \$17,500 made payable to Nhan Van Nguyen and Caddell & Chapman, to counsel for the plaintiff which has been deposited in his firm's trust account;
3. After numerous attempts, counsel for the plaintiffs has been unable to communicate

with the plaintiffs and obtain the executed Absolute Release with Covenants and to disburse the settlement proceeds;

4. This case has been previously dismissed with prejudice by the Agreed Judgment of Dismissal [12]; and,
5. The parties are in agreement with how the disbursement of the funds should proceed.

IT IS THEREFORE ORDERED AND ADJUDGED that the defendant's motion to enforce settlement [14] is hereby granted; that the settlement funds should remain in the trust account of Caddell and Chapman until such time as the plaintiffs have executed the Absolute Release with Covenants and the executed Absolute Release with Covenants has been returned to counsel for the defendant; and, this case is hereby dismissed with prejudice.

SO ORDERED AND ADJUDGED this the 21st day of May, 2010.

s/ *Louis Guirola, Jr.*
LOUIS GUIROLA, JR.
UNITED STATES DISTRICT JUDGE

AGREED TO APPROVED:

s/ Paul V. Ott
PAUL V. OTT - BAR # 8742
ATTORNEY FOR DEFENDANT

s/ John B. Scofield
JOHN B. SCOFIELD, JR.
ATTORNEY FOR PLAINTIFF